

AG Contract No KR03-1281TRN
ADOT ECS File No. JPA 03-070
Project No : STP-TEA-070-A (006)A
TRACS No.: H591601C
5yr item No : 17904

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
GLOBE UNIFIED SCHOOL DISTRICT NO. 1

THIS AGREEMENT is entered into 15 October, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and GLOBE UNIFIED SCHOOL DISTRICT NO. 1 (the "District"), acting by and through its Superintendent and Governing Board.

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The District is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the District

3. Incident to the State's widening improvements of US 70 in the Globe area, the District requests the State to design and construct or contract for the design and construction of a number of required improvements, on behalf of the District, hereinafter referred to as the "Project". The parties hereto agree that the District will be responsible for 100% of the cost estimated at \$199,971.00, as shown on Exhibit A, attached hereto and made a part hereof. Additional items related to the Project may be added, upon the mutual agreement of the District and the State.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 26380
Filed with the Secretary of State
Date Filed: 10/15/03

Janice K. Brewer
Secretary of State

By: Timothy D. Greenwald

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this agreement, invoice the District in the amount of \$199,971.00 for the estimated costs of the Project, as shown on Exhibit A, which shall be available to the State to pay actual design consultant and construction contractor payments associated with the Project. Payment of the estimated amount will be due (30) days after receipt of an invoice from the State.

b. Upon receipt of the estimated funds from the District, agree to be authorized agent for the District. On behalf of the District, the State will contract with its design consultant and provide to the District, design plans, specifications and other such documents required for the Project at all stages of design completion. The District may provide design review comments and will approve the final plans prior to advertisement for construction.

c. Confer with the District on any Project related design modifications. Be responsible for any design consultant claims for extra compensation attributable to the State.

d. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays for whatever reason attributable to the State. On behalf of both parties herein, accept the Project upon completion.

e. Upon completion of the construction of the Project, provide the District with a recapitulation of the Project costs, along with an invoice or reimbursement, for the difference between the estimated amount paid by the District and the actual costs for the Project.

2. The District will:

a. Hereby designates the State as authorized agent for the District. Be responsible for the actual costs for design and construction as agreed to in the final project currently estimated at \$199,971.00.

b. Upon execution of this agreement and within 30 days after receipt of an invoice, remit to the State \$199,971.00 for the estimated costs of the Project, as shown on Exhibit A.

c. Review the design plans, specifications and other such documents and provide comments as necessary.

d. Be responsible for any design consultant claims for extra compensation attributable to the District.

e. Permit the State to access the right-of-way for construction of the Project that is within the District's right-of-way.

f. Upon completion of the Project, reimburse the State if the actual costs incurred by the State to accomplish the Project exceeds the amount of the District's remittance, within 30 days after receipt of an invoice for the actual cost of the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the Project and reimbursements; provided, however, that this agreement, may be cancelled at any time prior to the award of the Project's consultant contract, with sixty days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, MD 616E
Phoenix, Arizona 85007

Globe Unified School District No. 1
455 N. Willow
Globe, AZ 85501


7. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. In accordance with Arizona Revised Statutes Section 11-952, (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

DISTRICT

By 

MICHAEL V. MARTINEZ
Superintendent

STATE OF ARIZONA
Department of Transportation

By 

SUSAN TELLEZ
Contract Administrator

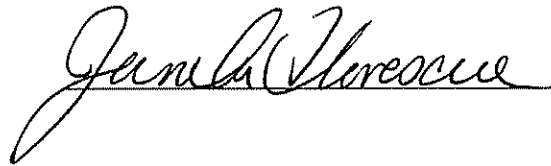
**COUNTY ATTORNEY
INTERGOVERNMENTAL AGREEMENT**

DETERMINATION

Pursuant to A.R.S. §§11-952, the foregoing Intergovernmental Agreement, with the State of Arizona Department of Transportation, has been submitted to the Gila County Attorney as the attorney for the Globe Unified School District No. 1. The undersigned County Attorney has determined that said agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Globe Unified School District No. 1.

DATED this 2nd day of ~~August~~ ^{September}, 2003

JUNE AVA FLORESCUE
Gila County Deputy Attorney





OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8855

TERRY GODDARD
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-1281TRN (JPA 03-070), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED October 2, 2003.

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/ss

att.

TRACS Number : 70 GI 251 H5916 01C
Project Location : Globe - Lordsburg Hwy.
Project Description : McMillen Wash - Jct US 70/SR 77
IGA : School Facilities Board

ITEM No.	ITEM DESCRIPTION	UNIT	STAGE III		
			DATE: 10-Apr-03		
			QUANTITY	UNIT PRICE	AMOUNT
2030301	Roadway Excavation	CY	120	9 00	1,080 00
2020029	Removal of AC Pavement	SY	133	2 50	332 50
2020201	Saw Cutting	LF	24	1 50	36 00
2070001	Dust Palliative	M GAL	15	11 00	165 00
TOTAL, ITEM 200					1,613 50
3030022	Aggregate Base (Class 2)	CY	194	28 00	5,432 00
TOTAL, ITEMS 300					5,432 00
4040111	Bituminous Tack Coat	TON	1	190 00	190 00
4040116	Apply Bituminous Tack Coat	HOURL	2	150 00	300 00
4040125	Fog Coat	TON	1	1,000 00	1,000 00
4040163	Blotter Material	TON	2	40 00	80 00
4040270	Asphalt Binder (PG 70-10)	TON	5	200 00	1,000 00
4160031	Mineral Admixture (AC)	TON	1	90 00	90 00
4140044	Mineral Admixture (AR-ACFC)	TON	1	90 00	90 00
4140040	AR-ACFC	TON	16	32 00	512 00
4090003	AC (Misc Structural)	TON	149	60 00	8,940 00
4140042	Asphalt Rubber for AR-ACFC	TON	1	300 00	300 00
4160002	AC (3/4" Mix)	TON	89	30 00	2,670 00
TOTAL, ITEMS 400					15,172 00
5010011	CMP, 24"	LF	58	50 00	2,900 00
TOTAL, ITEM 500					2,900 00
					0 00
TOTAL, ITEM 600					#REF!
7010001	Maintenance and Protection of Traffic	LS	1	3,000 00	3,000 00
7010006	Traffic Control	LS	1	10,000 00	10,000 00
7310130	Pole (Type Q)	EA	1	3,000 00	3,000 00
7310140	Pole (Type R)	EACH	3	3,500 00	10,500 00
7310310	Pole Foundation (Type Q)	EACH	1	1,500 00	1,500 00
7310320	Pole Foundation (Type R)	EACH	3	1,500 00	4,500 00
7310551	Mast Arm (20ft)(tapered)	EACH	2	750 00	1,500 00
7310570	Mast Arm (30ft)(tapered)	EACH	1	1,000 00	1,000 00
7310600	Mast Arm (45ft)(tapered)	EACH	2	2,200 00	4,400 00
7310610	Mast Arm (50ft)(tapered)	EACH	1	2,600 00	2,600 00
7320040	Electrical Conduit (1 1/2")(PVC)	LF	860	6 00	5,160 00
7320050	2" Conduit (PVC)	LF	220	8 00	1,760 00

7320060	3" Conduit (PVC)	LF	80	10 00	800 00
7320070	3" Conduit (PVC)	LF	910	12 00	10,920 00
7320410	Pull Box (No 5)	EACH	5	200 00	1,000 00
7320420	Pull Box (No 7)	EACH	3	400 00	1,200 00
7320421	Pull Box (No 7)(w/extension)	EACH	1	450 00	450 00
7320649	Conductors (US 70/Montecito)	LSUM	1	5,000 00	5,000 00
7330060	Traffic Signal Face (Type F)	EACH	12	400 00	4,800 00
7330130	Traffic Signal Face (Type Q)	EACH	4	700 00	2,800 00
7330210	Traffic Signal Face (Pedestrian)(Man/Hand)	EACH	8	500 00	4,000 00
7330220	Pedestrian Push Button	EACH	8	200 00	1,600 00
7330310	Traffic Signal Mounting Assembly (Type II)	EACH	8	120 00	960 00
7330360	Traffic Signal Mounting Assembly (Type VII)	EACH	4	320 00	1,280 00
73303X0	Traffic Signal Mounting Assembly (Type VIII)	EACH	4	400 00	1,600 00
7340040	Control Cabinet (Type IV)	EACH	1	12,000 00	12,000 00
7340105	Control Cabinet Foundation	EACH	1	600 00	600 00
7340120	Meter Pedestal Cabinet	EACH	1	2,800 00	2,800 00
7340306	Meter Pedestal Foundation	EACH	1	560 00	560 00
7350120	Loop Detector for Traffic Signals (6X6)	EACH	4	400 00	1,600 00
7350140	Loop Detector for Traffic Signals (6X50)(QUAD)	EACH	5	600 00	3,000 00
7360050	Luminaire (Horizontal Mount)(HPS 400 watt)	EACH	2	500 00	1,000 00
7370399	Electrical Service	EACH	1	2,000 00	2,000 00
7370455	Misc Electrical (As Builts)	LSUM	1	7,000 00	7,000 00
TOTAL, ITEM 700					115,890 00
8101013	Erosion Control (LS	1	2,500 00	2,500 00
TOTAL, ITEM 800					2,500 00
9010001	Mobilization	LS	1	10,000 00	10,000 00
9250001	Construction Survey	LS	1	1,250 00	1,250 00
TOTAL, ITEM 900					11,250 00

Subtotal 154,757 50

Construction Engineering (15%)

23,213 63

TOTAL 177,971.13

Consultant Design fee (Dibble)

\$11,000 00

11,000 00

Consultant Design fee (Inca)

\$11,000 00

11,000 00

GRAND TOTAL \$199,971.13

**GOVERNING BOARD MEETING OF
GLOBE UNIFIED SCHOOL DISTRICT NO. 1
WEDNESDAY, SEPTEMBER 17, 2003**

CALL TO ORDER

This session of the Globe School Board was called to order by Mr. Larry Hansen, Board President, at 7:14 p.m. in the Globe Junior High School Multi-Purpose Room. Mr. Hansen also led the Pledge of Allegiance.

BOARD MEMBERS PRESENT

Present: Larry Hansen, President, Mary Navarro, Clerk, Barbara Shepherd, and Karen Radanovich

Absent: Mike Pastor

OTHERS PRESENT

Michael Martinez, Superintendent; Richard Vierling, Assistant Superintendent; Jim Foley, Director of Support Services; Randy Hunt, High School Principal; Trent Lyon, Copper Rim Elementary School Principal; Pam Leonard, Board Secretary; 2 visitors and 3 personnel.

ADOPTION OF AGENDA. MOTION NO. 57

Ms. Shepherd moved for approval of the agenda, seconded by Mrs. Navarro. Motion carried.

ADOPTION AND APPROVAL OF MINUTES. MOTION NO. 58

Mrs. Radanovich motioned to approve the minutes from the Regular Meeting and Executive Session of September 3, 2003. Mrs. Navarro seconded. Ms. Shepherd noted a correction on the last page to delete a repetition. Motion carried with the noted correction.

APPROVAL OF CONSENT AGENDA ITEMS. MOTION NO. 59

Approval of waiver of usage fees for M2 Educational Services to use the Globe Junior High School Multi-Purpose Room to provide professional development for teachers
Approval of waiver of facility usage fees for American Youth Soccer Organization to use Copper Rim School Playing Field September 10, 2003 through November 30, 2003
Approval of waiver of facility usage fees for Boy Scouts of America and Girl Scouts of America to use Copper Rim Facilities for the 2003-04 school year
Approval of out-of-state travel for SGM Domina to attend Senior Army Instructors Conference in Reno, NV September 14-18, 2003. No district expense involved.
Reports for Auxiliary Operations and Student Activities for August 2003
Ratification of Approval of Vouchers by the Governing Board for June 6, 2003 through August 29, 2003

Mrs. Radanovich moved for approval of the consent agenda items. Mrs. Navarro seconded the motion. Motion carried.

Approval of Certificated and Classified Personnel Report as attached. Motion No. 60

Mr. Hansen moved to agenda item 10.1, Personnel Report. Mr. Martinez recommended approval of the report as attached and welcomed the new Assistant Principal, Mr. Abraham Rubalcalba. Mrs. Radanovich moved for approval of the report. Ms. Shepherd seconded. Motion carried.

Consideration of approval of the following addition to staff: 0.75 FTE Speech Therapist Aide: Funded by IDEA Basic Funds. Motion No. 61

Mr. Martinez recommended approval of the addition to staff. Due to the number of students being served, we need to add a Speech Aide to help Mrs. Robin Wurst, Speech Therapist. The position is funded by IDEA Funds. Mrs. Radanovich moved for approval, seconded by Mrs. Navarro. Motion carried.

PRESENTATIONS

Update by Mr. Bryan Allinson, ABACUS On-Site Project Manager, on Deficiency Corrections Projects, lease-purchase of locker room for Harbison Field and construction of High Desert Middle School

In Mr. Allinson's absence, Mr. Martinez announced the possibility of legal problems regarding the locker room at Harbison Field. The committee had discussed the locker room for Harbison Field and felt that a brick and mortar building would be a better choice than a modular building because it would last longer and the price was comparable. The new school was progressing on schedule. Mr. Martinez planned to arrange for another tour in a couple weeks. Another party has expressed interest in the Hill Street School. There had been an assessment of that facility, which is almost finished, and it may be worth approximately \$30,000. The location was discussed, and the effect that it would have on the value of the property.

Update on district enrollment data and Average Daily Membership (ADM) projection

Mr. Martinez explained that enrollment was down, but he projected that the revenue loss would be much lower than originally stated at \$500,000. He was still concerned that the numbers for entry level were low. Based on Average Daily Membership (ADM) for the 40th and 100th Days from 1995 to 2003, he estimated 40th Day ADM to be 2137.000 and 100th Day ADM would be 2125.119, less the absenteeism would leave an Adjusted Daily Membership (ADA) of 2120. This would result in a funding loss of \$37,008. Mr. Martinez added that this year was much harder to predict as we were starting with much lower enrollment.

Presentation by Dr. Vierling, Assistant Superintendent, of AIMS Results for 2003

Dr. Vierling presented AIMS Results for 2003. He noted that some of our schools will move up in the rating system. He reviewed the four performance levels and the definitions for each one: Exceeds the Standard, Meets the Standard, Approaches the Standard, and Falls Far Below the Standard. He displayed charts that showed District results as compared to the Arizona State average and other school districts. There were several areas that showed significant improvement over last year. Mr. Martinez mentioned that State Superintendent Horne will unveil a new formula; his intention is to provide districts incentive to boost student performance to the top. There was some discussion regarding the formulas and the base information.

Update on High Desert Middle School Planning Committee activities

Mr. Martinez explained that Mr. Doerksen was unable to be present due to a school activity, and Mr. Williams would present the update. Mr. Williams reviewed that the committee had met with Dr. Despain on September 11, 2003. They were able to identify objectives of the committee. One major goal was for the committee members to attend the National Middle School Association Conference and absorb as much

information as possible. There was discussion of the number of meetings required and the cost involved.

Presentation by Mr. Lyon, Copper Rim Elementary School Principal, of Copper Rim Elementary School Parent Survey for 2002-03

Mr. Martinez reviewed that this was a public presentation of the required parent survey. Mr. Lyon presented the survey questions and responses. He noted that Copper Rim usually received a good response and very few negative comments. The parents were most concerned with campus safety and the cafeteria. The community had mixed responses for year-round school and uniforms. A discussion followed regarding the possibility of instituting uniforms and year-round school. Mr. Martinez offered to get a copy of the parent comments to the Board Members, if they were interested.

RECOMMENDATIONS - NEW BUSINESS

Consideration of approval of Inter-governmental agreement with the State of Arizona Department of Transportation to provide widening improvements to US 70 at the access intersection for High Desert Middle School

Consideration of approval of second review and adoption of amendments to Governing Board Policies as follows: CFD, School-Based Management; DIE-R, Audits/Financial Monitoring; GBI, Staff Participation in Political Activities; GCF, Professional Staff Hiring; GCFC, Professional Staff Certification and Credentialing; GCO, Evaluation of Professional Staff Members; GCO-R, Evaluation of Professional Staff Members; JO, Student Fees, Fines, and Charges; and JO-R, Student Fees, Fines, and Charges

Consideration of approval of East Globe Elementary School Crisis Plan

Consideration of approval of an activities fee of \$1.00 per student (Student Council will fund the activities fee).

Consideration of approval of Student Organization Budgets as attached. Motion No. 62

Mrs. Radanovich moved for approval of items 8.1, 8.3, 8.4, 8.5, and 8.6. Ms. Shepherd seconded the motion. Motion carried.

Consideration of approval of service agreement with Qwest Communications for Internet access. Motion No. 63

Mr. Martinez explained that this agreement was for Qwest to provide Internet services for the District. Mr. Foley reviewed that a few years ago, our Internet service provider from Tucson went out of business and Qwest was willing to step in and provide services at that time. We have stayed with them and this contract would slightly modify and improve our speed by establishing an additional T-1 Line. The Board Members questioned the prices and choice of Qwest. Mr. Foley explained the billing and that Cable-One was more expensive than Qwest.

Mrs. Radanovich left the meeting at 8:44 p.m., and returned at 8:50 p.m.

Mr. Foley added that they have applied for e-rate funding, which would pay 72% of the cost. Ms. Shepherd mentioned this was a three-year contract. Mr. Martinez clarified that legally the Board could not enter a contract for more than one year. Mr. Foley noted that was the reason for the non-appropriations clause, and if the District did not have funding for the payment then arrangements could be made to cancel. The District also has an emergency back-up line with Cable-One, in the event that service is not available with Qwest. Mrs. Navarro moved to approve the contract with Qwest. Ms. Shepherd seconded. Motion carried.

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**Call for Executive Session -October 1, 2003, 6:00 p.m. or prior to
next Regular Meeting Legal Ref: ARS §38-431.03 (A) (1), (3) and (5).
Motion No. 64**

Mrs. Navarro motioned for an Executive Session October 1, 2003 at 6:00 p.m. Ms. Shepherd seconded the motion. Motion carried.

ADJOURNMENT

This session of the Globe School Board adjourned at 8:56 p.m.

ATTEST:


LARRY HANSEN, PRESIDENT


MARY Y. NAVARRO, CLERK